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CITY AND COUNTY OF SAN FRANCISCO, and NAOMI KELLY
12

13

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16

17 UNITED STATES OF AMERICA, *ex rel.*
LEIASA BECKHAM, and STATE OF
18 CALIFORNIA, *ex rel.* LEIASA BECKHAM,

19 Plaintiffs,

20 vs.

21 1850 BRYANT LAND LLC, KASLOFSKY
& ASSOCIATES LLC, THURSTON
22 KASLOFSKY, CHRISTOPHER PAUL
FOLEY, DOUGLAS ROSS, SAN
23 FRANCISCO COMMUNITY
INVESTMENT FUND, CITY AND
24 COUNTY OF SAN FRANCISCO, and
NAOMI KELLY,

25 Defendants.
26

Case No. 3:21-cv-05742-RS (DMR) (AGT)

27
28 [PROPOSED] STIPULATED PROTECTIVE
ORDER

Before: Honorable Richard Seeborg
Place: 450 Golden Gate Avenue
Courtroom 3 – 17th Floor
San Francisco, CA 94102

Trial Date: September 8, 2025.

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of
 3 confidential, proprietary, or private information for which special protection from public disclosure
 4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
 5 the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective
 6 Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures
 7 or responses to discovery and that the protection it affords from public disclosure and use extends
 8 only to the limited information or items that are entitled to confidential treatment under the
 9 applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that
 10 this Stipulated Protective Order does not entitle them to file confidential information under seal;
 11 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
 12 applied when a Party seeks permission from the court to file material under seal.

12 **2. DEFINITIONS**

13 2.1 **Challenging Party:** a Party or Non-Party that challenges the designation of
 14 information or items under this Order.

15 2.2 **“CONFIDENTIAL” Information or Items:** information (regardless of how it is
 16 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
 17 Civil Procedure 26(c).

18 2.3 **Counsel (without qualifier):** Outside Counsel of Record and House Counsel (as well
 19 as their support staff).

20 2.4 **Designating Party:** a Party or Non-Party that designates information or items that it
 21 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

22 2.5 **Disclosure or Discovery Material:** all items or information, regardless of the medium
 23 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
 24 transcripts, and tangible things), that are produced or generated in disclosures or responses to
 25 discovery in this matter.

26 2.6 **Expert:** a person with specialized knowledge or experience in a matter pertinent to the
 27 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
 28 consultant in this action.

1 2.7 House Counsel: attorneys who are employees of a Party to this action. House Counsel
2 does not include Outside Counsel of Record or any other outside counsel.

3 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
4 entity not named as a Party to this action.

5 2.9 Outside Counsel of Record: attorneys who are not employees of a Party to this action
6 but are retained to represent or advise a Party to this action and have appeared in this action on
7 behalf of that party or are affiliated with a law firm which has appeared on behalf of that Party.

8 2.10 Party: any party to this action, including all of its officers, directors, employees,
9 consultants, retained experts, House Counsel, and Outside Counsel of Record (and their support
10 staffs).

11 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
12 Material in this action.

13 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g.,
14 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
15 storing, or retrieving data in any form or medium) and their employees and subcontractors.

16 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
17 “CONFIDENTIAL.”

18 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
19 Producing Party.

20 3. **SCOPE**

21 The protections conferred by this Stipulation and Order cover not only Protected Material (as
22 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
23 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
24 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
25 However, the protections conferred by this Stipulation and Order do not cover the following
26 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
27 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
28 publication not involving a violation of this Order, including becoming part of the public record
through trial or otherwise; and (b) any information known to the Receiving Party prior to the

1 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
 2 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
 3 Protected Material at trial shall be governed by a separate agreement or order.

4 **DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations imposed by this
 6 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
 7 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
 8 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
 9 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
 10 time limits for filing any motions or applications for extension of time pursuant to applicable law.

11 **DESIGNATING PROTECTED MATERIAL**

12 **5.1** Exercise of Restraint and Care in Designating Material for Protection. Each Party or
 13 Non-Party that designates information or items for protection under this Order must take care to
 14 limit any such designation to specific material that qualifies under the appropriate standards. The
 15 Designating Party must designate for protection only those parts of material, documents, items, or
 16 oral or written communications that qualify – so that other portions of the material, documents,
 17 items, or communications for which protection is not warranted are not swept unjustifiably within
 18 the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
 20 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
 21 encumber or retard the case development process or to impose unnecessary expenses and burdens on
 22 other parties) expose the Designating Party to sanctions.

23 If it comes to a Designating Party's attention that information or items that it designated for
 24 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
 25 that it is withdrawing the mistaken designation.

26 **5.2** Manner and Timing of Designations. Except as otherwise provided in this Order (see,
 27 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
 28 Discovery Material that qualifies for protection under this Order must be clearly so designated
 before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) For information in documentary form (e.g., paper or electronic documents, but excluding
3 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
4 legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or
5 portions of the material on a page qualifies for protection, the Producing Party also must clearly
6 identify the protected portion(s) (e.g., by making appropriate markings in the margins). If an
7 electronic document is produced in a format where a “CONFIDENTIAL” legend cannot be affixed
8 to each page (e.g., a Microsoft Excel spreadsheet), the word “CONFIDENTIAL” must be included
9 in the filename for the document.

10 A Party or Non-Party that makes original documents or materials available for inspection
11 need not designate them for protection until after the inspecting Party has indicated which material it
12 would like copied and produced. During the inspection and before the designation, all of the material
13 made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
14 identified the documents it wants copied and produced, the Producing Party must determine which
15 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
16 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page
17 that contains Protected Material. If only a portion or portions of the material on a page qualifies for
18 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
19 appropriate markings in the margins).

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
21 Designating Party identify on the record, before the close of the deposition, hearing, or other
22 proceeding, all protected testimony.

23 (c) for information produced in some form other than documentary and for any other tangible
24 items, that the Producing Party affix in a prominent place on the exterior of the container or
25 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
26 portion or portions of the information or item warrant protection, the Producing Party, to the extent
practicable, shall identify the protected portion(s).

27 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to
28 designate qualified information or items does not, standing alone, waive the Designating Party’s

1 right to secure protection under this Order for such material. Upon timely correction of a
 2 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
 3 accordance with the provisions of this Order.

4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation of
 6 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
 7 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
 8 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
 9 confidentiality designation by electing not to mount a challenge promptly after the original
 10 designation is disclosed.

11 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution process
 12 by providing written notice of each designation it is challenging and describing the basis for each
 13 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
 14 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
 15 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
 16 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
 17 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
 18 Party must explain the basis for its belief that the confidentiality designation was not proper and
 19 must give the Designating Party an opportunity to review the designated material, to reconsider the
 20 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
 21 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
 22 has engaged in this meet and confer process first or establishes that the Designating Party is
 23 unwilling to participate in the meet and confer process in a timely manner.

24 **6.3 Judicial Intervention.** If the Parties cannot resolve a challenge without court
 25 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
 26 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
 27 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
 28 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
 competent declaration affirming that the movant has complied with the meet and confer

1 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
 2 motion including the required declaration within 21 days (or 14 days, if applicable) shall
 3 automatically waive the confidentiality designation for each challenged designation. In addition, the
 4 Challenging Party may file a motion challenging a confidentiality designation at any time if there is
 5 good cause for doing so, including a challenge to the designation of a deposition transcript or any
 6 portions thereof. Any motion brought pursuant to this provision must be accompanied by a
 7 competent declaration affirming that the movant has complied with the meet and confer
 8 requirements imposed by the preceding paragraph.

9 The burden of persuasion in any such challenge proceeding shall be on the Designating
 10 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
 11 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
 12 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to
 13 retain confidentiality as described above, all parties shall continue to afford the material in question
 14 the level of protection to which it is entitled under the Producing Party's designation until the court
 15 rules on the challenge.

16 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
 18 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
 19 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
 20 the categories of persons and under the conditions described in this Order. When the litigation has
 21 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
 22 DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a location and in a
 24 secure manner that ensures that access is limited to the persons authorized under this Order.

25 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
 26 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
 27 information or item designated “CONFIDENTIAL” only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
 29 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for

1 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
2 attached hereto as Exhibit A;

3 (b) the Parties, and officers, directors, and employees (including House Counsel) of the
4 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
5 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
7 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
8 to Be Bound” (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
11 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
14 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
15 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
16 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
17 bound by the court reporter and may not be disclosed to anyone except as permitted under this
18 Stipulated Protective Order.

19 (g) the author or recipient of a document containing the information or a custodian or other
20 person who otherwise possessed or knew the information.

21 **8. DISCLOSURE OF PROTECTED MATERIAL IN RESPONSE TO**
22 **SUBPOENA, COURT ORDER, OR PUBLIC RECORDS ACT REQUEST**

23 8.1 Disclosure in Response to Subpoena or Court Order. If a Party is served with a
24 subpoena or a court order issued in other litigation that compels disclosure of any information or
25 items designated in this action as “CONFIDENTIAL,” that Party must:

26 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of
27 the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

8.2 Disclosure in Response to Public Records Act/Sunshine Ordinance Request. If a Party is served with a request under the California Public Records Act or San Francisco Sunshine Ordinance for any information or items designated in this action as “CONFIDENTIAL,” that Party must promptly notify in writing the Designating Party, including providing a copy of the request. The Designating Party shall have 30 days from such notice to file suit in court or otherwise reach agreement with the requestor to prevent disclosure of its Protected Material. If the Designating Party does not file suit or reach agreement with the requestor to prevent disclosure, the Party receiving the Public Records Act or Sunshine Ordinance request may disclose the Designating Party’s Protected Material not covered by other applicable privileges or exemptions.

9. NON-PARTIES' PROTECTED MATERIAL

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) A Receiving Party that receives information from a Non-Party that is designated as “CONFIDENTIAL” may share that information with the other Parties subject to the requirements of this Order.

(c) In the event that a Party is required, by a subpoena, court order, or Public Records Act/Sunshine Ordinance request, to produce a Non-Party's confidential information in its possession, the requirements of Section 8, above, apply.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B) and the Parties' March 6, 2024 Stipulated ESI Order.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. Without written permission from the Designating Party or a
2 court order secured after appropriate notice to all interested persons, a Party may not file in the
3 public record in this action any Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
5 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
6 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing
7 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
8 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
9 to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the information in
10 the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

11 12.4 Notice. Notices required by this Order must be provided in writing by electronic mail
12 to the counsel of record for a Party. For Non-Parties, notice may be provided to counsel for a Non-
13 Party or any other individual designated by the Non-Party.

14 13. **FINAL DISPOSITION**

15 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
16 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
17 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
19 the Protected Material is returned or destroyed, the Receiving Party must submit a written
20 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
21 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
22 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
23 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
24 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
25 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
26 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
27 and expert work product, even if such materials contain Protected Material. Any such archival
28 copies that contain or constitute Protected Material remain subject to this Protective Order as set
forth in Section 4 (DURATION).

1 **IT IS SO STIPULATED**, through Counsel of Record.
2

3 Dated: April 11, 2024

4 DAVID CHIU
5 City Attorney
6 WAYNE SNODGRASS
7 THOMAS S. LAKRITZ
8 MIGUEL A. GRADILLA
9 KARUN TILAK
10 Deputy City Attorneys

11 By: s/Karun Tilak
12 KARUN TILAK

13 Attorneys for Defendants
14 SAN FRANCISCO COMMUNITY
15 INVESTMENT FUND, CITY AND COUNTY
16 OF SAN FRANCISCO, and NAOMI KELLY

17 Dated: April 11, 2024

18 HANAGAMI LAW

19 By: s/William K. Hanagami
20 WILLIAM K. HANAGAMI

21 Attorneys for Plaintiff LEIASA BECKHAM

22 Dated: April 11, 2024

23 SEVERSON & WERSON

24 By: s/Andrew S. Elliott
25 ANDREW S. ELLIOTT
26 ELIZABETH C. FARRELL

27 Attorneys for Defendants 1850 BRYANT LAND LLC,
28 CHRISTOPHER PAUL FOLEY AND DOUGLAS
ROSS

23 Dated: April 11, 2024

24 JACKSON LAW GROUP, P.C.

25 By: s/Aaron R. Jackson
26 AARON R. JACKSON

27 Attorneys for Defendants KASLOFSKY &
28 ASSOCIATES LLC and THURSTON KASLOFSKY

PROPOSED ORDER

IT IS ORDERED that the forgoing Agreement is approved.

Dated: _____

UNITED STATES MAGISTRATE JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____ [print
4 or type full address], declare under penalty of perjury that I have read in its entirety and understand the
5 Stipulated Protective Order that was issued by the United States District Court for the Northern
6 District of California in the case of *United States ex rel. Beckham v. 1850 Bryan Land LLC*, No. 3:21-
7 cv-05742-RS (DMR) (AGT). I agree to comply with and to be bound by all the terms of this
8 Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose
9 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose
10 in any manner any information or item that is subject to this Stipulated Protective Order to any person
11 or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the Northern
13 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if
14 such enforcement proceedings occur after termination of this action.

15 I hereby appoint _____ [print or type full name] of
16 _____ [print or type full address and telephone number] as
17 my California agent for service of process in connection with this action or any proceedings related to
18 enforcement of this Stipulated Protective Order.

19
20 Date: _____

21 City and State where sworn and signed: _____

22
23 Printed name: _____

24
25 Signature: _____

CIVIL L.R. 5-1(h)(3) ATTESTATION

I, Karun Tilak, attest that each of the other signatories have concurred in the filing of this document, which shall serve in lieu of their own signatures on the document.

Dated: April 11, 2024

DAVID CHIU
City Attorney
WAYNE SNODGRASS
THOMAS S. LAKRITZ
MIGUEL A. GRADILLA
KARUN TILAK
Deputy City Attorneys

By: s/Karun Tilak
KARUN TILAK

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SAN FRANCISCO COMMUNITY
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OF SAN FRANCISCO, and NAOMI KELLY